

**FIRST AMENDMENT  
TO LEASE AGREEMENT BY AND BETWEEN  
THE COUNTY OF SAN LUIS OBISPO AND SLO T-HANGAR ASSOCIATION**

This First Amendment to the Lease (hereinafter called "First Amendment") is made and entered into by and between the County of San Luis Obispo, a political subdivision in the State of California (hereinafter "County"), and SLO T-Hangar Association, a California Corporation (hereinafter "Lessee").

**WHEREAS**, County and Lessee entered into a Lease (hereinafter "Lease") on May 13, 2014; and

**WHEREAS**, said Lease leased certain premises to Lessee, referred to as Lease Site T, located at the San Luis Obispo County Regional Airport (hereinafter "Airport");

**WHEREAS**, Article 3 A.3a ("Annual Rental Adjustment") of the Lease specifies that the March published Consumer Price Index (CPI) will be used for applicable annual rental adjustments; and

**WHEREAS**, the CPI data was not published for the month of March, 2015; and

**WHEREAS**, it is in the best interests of County, Lessee and the public to amend the Lease to provide instructions to the parties for using an alternative month for acquiring the required CPI data, to the extent data is not published for the designated month;

**NOW, THEREFORE**, the parties mutually agree as follows:

1. **ARTICLE 3 (RENTAL)** paragraph A.3.a (**Annual Rental Adjustment**) is hereby **DELETED** in its entirety and **REPLACED** with: "Except during the year in which a Fair Market Value land rental rate appraisal as identified in article 3.A(2) above occurs, the Annual Ground Rent shall be adjusted commencing thirty (30) days after notice is given pursuant to article 3.A(3)(b) following the date that this Amendment has been adopted by the County Board of Supervisors and shall be adjusted annually on the first day of the calendar month of each anniversary of this Amendment to reflect the Consumer Price Index (CPI). The adjustment shall be by a percentage equal to the percentage increase of the Consumer Price Index between the March published CPI and the corresponding CPI for the same period twelve month previous. However, should the Consumer Price Index not be published for March in any given year, the Consumer Price Index between the February published CPI and the corresponding CPI for the same period twelve month previous shall be used. Provided, however, that the maximum percentage increase in any single year shall not exceed 5%. If there is a decrease or no change in the CPI, then the proceeding year's rent will not be adjusted."


2. All other terms and conditions of the Lease remain in full force and effect.

/////////////////////////////////NOTHING FURTHER PAST THIS POINT/////////////////////////////////

IN WITNESS WHEREOF, the parties have duly executed this First Amendment to Lease.

LESSOR: COUNTY OF SAN LUIS  
OBISPO

LESSEE: SAN LUIS OBISPO T-HANGAR  
ASSOCIATION

By:   
Dan Hutchinson, President of T-Hangar Association

By: \_\_\_\_\_  
Chairperson of the Board of Supervisors

Date: 1/13/2016

Approved by the Board of Supervisors  
this

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ of T-Hangar  
name title  
Association

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_


Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL  
EFFECT:

Rita L. Neal  
County Counsel

By: 

Deputy County Counsel

Date: 1/28/16